



STATE OF HAWAII
CONTRACT FOR GOODS OR SERVICES
BASED UPON
COMPETITIVE SEALED BIDS

This Contract, executed on the respective dates indicated below, is effective as of
November 1, 2015, between Hawaii Public Housing Authority,
(Insert name of state department, agency, board or commission)
 State of Hawaii ("STATE"), by its Executive Director,
(Insert title of person signing for State)
 (hereafter also referred to as the HEAD OF THE PURCHASING AGENCY or designee ("HOPA")),
 whose address is 1002 North School Street, Honolulu, Hawaii 96817
 and
 ("CONTRACTOR"), a
(Insert corporation, partnership, joint venture, sole proprietorship, or other legal form of the Contractor)
 under the laws of the State of , whose business address and federal
 and state taxpayer identification numbers are as follows:

RECITALS

A. The STATE desires to retain and engage the CONTRACTOR to provide the goods or services, or both, described in this Contract and its attachments, and the CONTRACTOR is agreeable to providing said goods or services, or both.

B. The STATE has issued an invitation for competitive sealed bids, and has received and reviewed bids submitted in response to the invitation.

C. The solicitation for bids and the selection of the CONTRACTOR were made in accordance with section 103D-302, Hawaii Revised Statutes ("HRS"), Hawaii Administrative Rules, Title 3, Department of Accounting and General Services, Subtitle 11 ("HAR"), Chapter 122, Subchapter 5; and applicable procedures established by the appropriate Chief Procurement Officer ("CPO").

D. The CONTRACTOR has been identified as the lowest responsible and responsive bidder whose bid meets the requirements and criteria set forth in the invitation.

E. Pursuant to Section 356D-4, HRS, the STATE
(Legal authority to enter into this Contract)
 is authorized to enter into this Contract.

F. Money is available to fund this Contract pursuant to:

(1)
(Identify state sources)

or (2)
(Identify federal sources)

or both, in the following amounts: State \$
 Federal \$

NOW, THEREFORE, in consideration of the promises contained in this Contract, the STATE and the CONTRACTOR agree as follows:

1. Scope of Services. The CONTRACTOR shall, in a proper and satisfactory manner as determined by the STATE, provide all the goods or services, or both, set forth in the Invitation for Bids number PMB-2015-20 ("IFB") and the CONTRACTOR'S accepted bid ("Bid"), both of which, even if not physically attached to this Contract, are made a part of this Contract.

2. Compensation. The CONTRACTOR shall be compensated for goods supplied or services performed, or both, under this Contract in a total amount not to exceed

_____ DOLLARS
(\$ _____), including approved costs incurred and taxes, at the time and in the manner set forth in the IFB and CONTRACTOR'S Bid.

3. Time of Performance. The services or goods required of the CONTRACTOR under this Contract shall be performed and completed in accordance with the Time of Performance set forth in Attachment-S3, which is made a part of this Contract.

4. Bonds. The CONTRACTOR ☐ is required to provide or ☒ is not required to provide: ☐ a performance bond, ☐ a payment bond, ☐ a performance and payment bond in the amount of _____ DOLLARS (\$ _____).

5. Standards of Conduct Declaration. The Standards of Conduct Declaration of the CONTRACTOR is attached to and made a part of this Contract.

6. Other Terms and Conditions. The General Conditions and any Special Conditions are attached to and made a part of this Contract. In the event of a conflict between the General Conditions and the Special Conditions, the Special Conditions shall control. In the event of a conflict among the documents, the order of precedence shall be as follows: (1) this Contract, including all attachments and addenda; (2) the IFB, including all attachments and addenda; and (3) the CONTRACTOR'S Bid.

7. Liquidated Damages. Liquidated damages shall be assessed in the amount of Fifty and 00/100 _____ DOLLARS (\$ 50.00 _____) per day, in accordance with the terms of paragraph 9 of the General Conditions.

8. Notices. Any written notice required to be given by a party to this Contract shall be (a) delivered personally, or (b) sent by United States first class mail, postage prepaid. Notice to the STATE shall be sent to the HOPA'S address indicated in the Contract. Notice to the CONTRACTOR shall be sent to the CONTRACTOR'S address indicated in the Contract. A notice shall be deemed to have been received three (3) days after mailing or at the time of actual receipt, whichever is earlier. The CONTRACTOR is responsible for notifying the STATE in writing of any change of address.

IN VIEW OF THE ABOVE, the parties execute this Contract by their signatures, on the dates below, to be effective as of the date first above written.

STATE

(Signature)

Hakim Ouansafi

(Print Name)

Executive Director

(Print Title)

(Date)

CONTRACTOR

CORPORATE SEAL

(If available)

(Name of Contractor)

(Signature)

(Print Name)

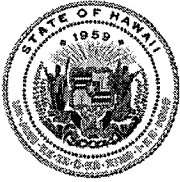
(Print Title)

(Date)

APPROVED AS TO FORM:

Deputy Attorney General

* Evidence of authority of the CONTRACTOR'S representative to sign this Contract for the CONTRACTOR must be attached.



STATE OF HAWAII

CONTRACTOR'S ACKNOWLEDGMENT

STATE OF _____)
) SS.
_____ COUNTY OF _____)

On this _____ day of _____, _____ before me appeared
_____ and _____, to me
known, to be the person(s) described in and, who, being by me duly sworn, did say that he/she/they is/are
_____ and _____ of
_____, the
CONTRACTOR named in the foregoing instrument, and that he/she/they is/are authorized to sign said
instrument on behalf of the CONTRACTOR, and acknowledges that he/she/they executed said
instrument as the free act and deed of the CONTRACTOR.

(Notary Stamp or Seal)

(Signature)

(Print Name)

Notary Public, State of _____

My commission expires: _____

Doc. Date: _____ # Pages: _____

Notary Name: _____ Circuit

Doc. Description: Contract for Goods or Services Based Upon

Competitive Sealed Bids

(Notary Stamp or Seal)

Notary Signature Date

NOTARY CERTIFICATION



STATE OF HAWAII

CONTRACTOR'S

STANDARDS OF CONDUCT DECLARATION

For the purposes of this declaration:

"Agency" means and includes the State, the legislature and its committees, all executive departments, boards, commissions, committees, bureaus, offices; and all independent commissions and other establishments of the state government but excluding the courts.

"Controlling interest" means an interest in a business or other undertaking which is sufficient in fact to control, whether the interest is greater or less than fifty per cent (50%).

"Employee" means any nominated, appointed, or elected officer or employee of the State, including members of boards, commissions, and committees, and employees under contract to the State or of the constitutional convention, but excluding legislators, delegates to the constitutional convention, justices, and judges. (Section 84-3, HRS).

On behalf of _____, CONTRACTOR, the undersigned does declare as follows:

1. CONTRACTOR ☐ is* ☐ is not a legislator or an employee or a business in which a legislator or an employee has a controlling interest. (Section 84-15(a), HRS).
2. CONTRACTOR has not been represented or assisted personally in the matter by an individual who has been an employee of the agency awarding this Contract within the preceding two years and who participated while so employed in the matter with which the Contract is directly concerned. (Section 84-15(b), HRS).
3. CONTRACTOR has not been assisted or represented by a legislator or employee for a fee or other compensation to obtain this Contract and will not be assisted or represented by a legislator or employee for a fee or other compensation in the performance of this Contract, if the legislator or employee had been involved in the development or award of the Contract. (Section 84-14 (d), HRS).
4. CONTRACTOR has not been represented on matters related to this Contract, for a fee or other consideration by an individual who, within the past twelve (12) months, has been an agency employee, or in the case of the Legislature, a legislator, and participated while an employee or legislator on matters related to this Contract. (Sections 84-18(b) and (c), HRS).

CONTRACTOR understands that the Contract to which this document is attached is voidable on behalf of the STATE if this Contract was entered into in violation of any provision of chapter 84, Hawaii Revised Statutes, commonly referred to as the Code of Ethics, including the provisions which are the source of the declarations above. Additionally, any fee, compensation, gift, or profit received by any person as a result of a violation of the Code of Ethics may be recovered by the STATE.

* Reminder to Agency: If the "is" block is checked and if the Contract involves goods or services of a value in excess of \$10,000, the Contract must be awarded by competitive sealed bidding under section 103D-302, HRS, or a competitive sealed proposal under section 103D-303, HRS. Otherwise, the Agency may not award the Contract unless it posts a notice of its intent to award it and files a copy of the notice with the State Ethics Commission. (Section 84-15(a), HRS).

CONTRACTOR

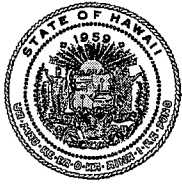
By _____
(Signature)

Print Name _____

Print Title _____

Name of Contractor _____

Date _____



Attachment - S1

STATE OF HAWAII

SCOPE OF SERVICES

CONTRACTOR: _____

PROPERTIES: AMP 30 (Puwai Momi)
AMP 33 (Kaahumanu Homes and Kamehameha Homes)

SERVICES: Security Services
IFB No. PMB-2015-20

1. It is understood and agreed that the following documents, and any amendments or addenda, comprise the Contract between the parties and govern the work to be performed by the CONTRACTOR for security services: (1) Contract for Goods and Services including the Contractor's Acknowledgement, Contractor's Standard of Conduct Declaration, Attachments S1, S2, S3, S4, and S5; (2) General Conditions, AG-008 103D General Conditions; (3) General Conditions for Non-Construction Contracts, Form HUD-5370-C; (4) Invitation for Bids (IFB) number PMB-2015-20 and all addenda; (5) CONTRACTOR's accepted bid offer dated _____. These documents are collectively referred to as the "Contract Documents".
2. The CONTRACTOR shall provide security services to the Hawaii Public Housing Authority (HPHA) in a satisfactory and proper manner as determined by the STATE and in strict accordance with the Contract Documents.
3. In accordance with the Contract Documents, the CONTRACTOR shall furnish all labor, equipment, supplies, and other means necessary to provide security services as described in IFB No. PMB-2015-20 and the CONTRACTOR's accepted bid offer. If there is a conflict between the CONTRACTOR'S accepted bid offer and this Contract, the Contract shall prevail.
4. The CONTRACTOR shall furnish security services at the properties listed below:
 - a. Group I – Asset Management Project 30 (AMP 30):
 - i. Puuwai Momi (1026), 99-132 Kohomua Street, Aiea, Hawaii 96701
 - b. Group II – Asset Management Project 33 (AMP 33):
 - i. Kaahumanu Homes (1009), Alopeke & Kaiwiula Street, Honolulu, Hawaii 96818 and
 - ii. Kamehameha Homes (1099), 141 Haka Drive, Honolulu, Hawaii 96817
5. The CONTRACTOR shall provide the following securities services at Group I – Asset Management Project 30 (AMP 30), Puuwai Momi:
 - a. Roving bike patrol:
 - i. Provide roving bike patrol tours seven (7) days a week including State holidays. The tentative period of coverage shall be as follows:



STATE OF HAWAII

SCOPE OF SERVICES

Monday thru Thursday (two (2) security officers/shift)

4:00 p.m. to 11:00 p.m., seven (7) hour shift

11:00 p.m. to 6:00 a.m., seven (7) hour shift

Friday thru Sunday (two (2) security officers/shift)

5:00 p.m. to 12:00 a.m., seven (7) hour shift

8:00 p.m. to 3:00 a.m., seven (7) hour shift

11:00 p.m. to 6:00 a.m., seven (7) hour shift

State Holidays (three (3) security officers/shift)

5:00 p.m. to 12:00 a.m., seven (7) hour shift

8:00 p.m. to 3:00 a.m., seven (7) hour shift

11:00 p.m. to 6:00 a.m., seven (7) hours each

The HPHA reserves the right to change the period of coverage, including without limitation to the number of officers per shift and the number of hours per shift.

- ii. Conduct a minimum of eight (8) complete rounds of all administrative and community facilities, residential buildings, stairwells, parking lots, common areas, refuse areas and the entire grounds of the property during each seven (7) hour shift period following a pre-approved plan or an alternate plan as determined by the HPHA. Additional rounds shall be based on the Successful Offeror's assessment and need or as requested by the Officer-in-Charge.

Unusual situations which prevented the security personnel from conducting a minimum of eight (8) complete rounds of the entire grounds of the property shall be recorded in a log book. Any incidents or damages by vandalism, graffiti, and any criminal activity shall be reported to the Officer-in-Charge.

- iii. The HPHA shall provide a Watchman Recording Device, Detex or equal, which shall control and monitor the rounds. The HPHA shall be responsible for all costs and maintenance of the recording device. The HPHA reserves the right to change the locations or increase the number of check points due to unforeseen circumstances, including without limitation, emergency situations or identified criminal hot spots.

- 6. The CONTRACTOR shall provide the following securities services at Group II – Asset Management Project 33 (AMP 33), Kamehameha Homes and Kaahumanu Homes:

- a. Roving Bike Patrol:

- i. The CONTRACTOR shall provide roving bike patrol tours seven (7) days a week including State holidays at Kamehameha Homes and Kaahumanu Homes. The tentative period of coverage shall be as follows:



STATE OF HAWAII

SCOPE OF SERVICES

Sunday thru Saturday (two (2) security officers/shift)

9:00 p.m. to 5:00 a.m., eight (8) hour shift

In addition to the schedule above, the CONTRACTOR shall provide roving bike patrol tours seven (7) days a week including State holidays at Kamehameha Homes. The tentative period of coverage shall be as follows:

Monday thru Thursday (one (1) security officer/shift)

2:00 p.m. to 6:00 p.m., four (4) hour shift

10:00 p.m. to 2:00 a.m., four (4) hour shift

Friday thru Sunday (one (1) security officer/shift)

10:00 p.m. to 6:00 a.m., eight (8) hour shift

The HPHA reserves the right to change the period of coverage, including without limitation to the number of officers per shift and the number of hours per shift.

- ii. Conduct a minimum of four (4) complete rounds of all administrative and community facilities, residential buildings, stairwells, parking lots, common areas, refuse areas and the entire grounds of the properties during each shift following a pre-approved plan or an alternate plan as determined by the HPHA. Additional rounds shall be based on the CONTRACTOR's assessment and need or as request by the Officer-in-Charge.

Unusual situations which prevented the security personnel from conducting a minimum of four (4) complete rounds of the entire grounds of the property shall be recorded in a log book. Any incidents or damages by vandalism, graffiti, and any criminal activity shall be reported to the Officer-in-Charge.

- iii. The HPHA shall provide a Watchman Recording Device, Detex or equal, which shall control and monitor the rounds. The HPHA shall be responsible for all costs and maintenance of the recording device. The HPHA reserves the right to change the locations or increase the number of check points due to unforeseen circumstances, including without limitation, emergency situations or identified criminal hot spots.

7. The CONTRACTOR shall also provide the following services at each property:

- a. Investigate all disturbances and incidents that were observed or reported. Endeavor to abate nuisances and disturbances when possible, using tact and judgment to prevent or minimize disorder, quell disturbances and maintain law and order. Investigation and follow up shall include, without limitation, to:
 - i. Be alert for suspicious persons and/or vehicles, vandalism to the HPHA property, buildings, and parking areas and resident's property.

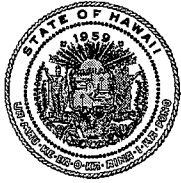


STATE OF HAWAII

SCOPE OF SERVICES

- ii. Report all fires to the Honolulu Fire Department and to the AMP Property Management Office.
 - iii. Enforce lease provisions pursuant to governing Federal public housing under Chapter 356D, HRS, Chapter 17-2028 HAR, and all other applicable HAR rules.
 - iv. Enforce traffic and speed limit signs.
 - v. Use tact and judgment to prevent disorder, quell disturbances and maintain law and order.
- b. Determine the need for and to summon the Honolulu Police Department (HPD) when intervention or arrest is necessary. Cooperate with and assist the police if necessary and testify in court or administrative hearings when required.
 - c. Monitor parked vehicles on the property premises and initiate action to tow vehicles from the property as instructed by the Officer-In-Charge. Conduct visual inspection of parking areas for applicable current parking decals and suspicious activities.
 - d. The CONTRACTOR may act on behalf of the Officer-In-Charge to issue a trespass warning, either verbally or in writing as instructed by the Officer-In-Charge. The CONTRACTOR shall cooperate with the HPD pertaining to issuance and/or enforcement of trespass notices. The Officer-In-Charge shall provide guidelines to the CONTRACTOR on issuance of trespass warnings.
 - e. Maintain confidentiality of all documents viewed or information gathered during the performance of his/her duties, including discussing with the residents the details of incidents on property without the express consent of the Officer-In-Charge.
 - f. Cooperate with local law enforcement on crime and drug prevention issues in and around the property.
 - g. Special Events:

The CONTRACTOR shall agree to change the security schedules for special events requiring increased security services as requested by the Officer in Charge. Changes to the security schedule may include increased number of hours per day or number of security personnel on a special event basis. Special events include, without limitation, an increase in criminal activity, an increase in gang activity.



STATE OF HAWAII

SCOPE OF SERVICES

The HPHA provided a projected number of special event hours for each applicable Contract period as follows:

AMP No.	Projected Quantity of Special Event Hours		
	Initial 12-Months	Option Year 1	Option Year 2
30	1,557	1,585	1,585
33	416	416	416

The Officer(s)-In-Charge may request special event services for up to 24 hours a day as deemed necessary. The projected number of special event hours is estimated and does not imply that the HPHA will utilize these definite amounts. The HPHA reserves the right to request/require additional hours at the accepted bid price for the applicable Contract performance period.

The Officer-In-Charge shall coordinate the special event dates and times and provide no less than 48 hours advance notice to the CONTRACTOR.

h. Administrative and/or Judicial Hearings:

The CONTRACTOR agrees that security personnel shall appear at administrative and/or judicial proceedings to provide testimony when requested by the Officer(s)-In-Charge. The bid price per hour for appearing at administrative and judicial hearings shall not exceed the bid price per hour for regular scheduled security services.

The HPHA provided a projected number of 100 administrative and/or judicial hearing hours for each group per Contract period. The projected number of administrative or judicial hearing hours is estimated. This does not imply that the HPHA will utilize these definite amounts. The HPHA reserves the right to request/require additional hours at the accepted bid price for the applicable Contract performance period.

The Officer-In-Charge shall coordinate the administrative and/or judicial hearing dates and times with the CONTRACTOR on an as needed basis.

i. Emergency Services:

The CONTRACTOR shall agree to change the security schedules in emergency situations and accommodate anticipated needs for increased security due to unforeseen circumstances as requested by the Officer-In-Charge. Changes to the security schedule may include increased number of hours per day or number of security personnel on an as needed basis. The HPHA shall provide no less than two (2) hours advance notice to the CONTRACTOR.

The HPHA is unable to provide a projected number of emergency hours for emergency services at the issuance of this solicitation. The HPHA reserves the right to



STATE OF HAWAII

SCOPE OF SERVICES

request/require any quantity of emergency service hours at the accepted bid price for the applicable Contract performance period.

8. Community Support

On a monthly basis, the CONTRACTOR shall provide a supervisor to participate in a community walk with the HPHA Officer-In-Charge and/or a tenant community group. The community walk may be up to two (2) hours or at a length of time as determined necessary by the HPHA. If a community walk is not scheduled, the supervisor shall schedule and conduct his/her own walk. At the discretion of the HPHA, the HPHA may require the walk to take place in the presence of personnel authorized by the HPHA. The purpose of the walk is to receive input from the HPHA management staff, tenants, and/or community volunteers.

9. Reporting Requirements

The CONTRACTOR shall:

- a. Prepare and submit Incident Reports to the HPHA, covering in detail all disturbances, incidents and violations of the HPHA or site rules and regulations that were observed or reported during each daily tour of duty or other appropriate reports as requested. Such reports shall contain all pertinent facts available and the names of all persons involved and unit numbers and shall be in a format to be specified by the HPHA.

Incident Reports are due to the Officer-In-Charge not later than 8:00 a.m. the next business day of an incident or as instructed otherwise by the HPHA.

- b. For incidents requiring the CONTRACTOR's action, the CONTRACTOR shall prepare and submit follow-up Incident Reports to the HPHA indicating corrective actions taken by the CONTRACTOR to prevent similar incidents from recurring.

Follow-up Incident Reports shall be due to the Contract Administrator within five (5) business days of an incident or as instructed otherwise by the HPHA.

- c. Prepare and submit an Incident Report of schedule deviations to the HPHA indicating all work hours deviated from the security schedule as applicable. The Incident Report shall include security services not performed due to security officers' failure to report for duty, reporting late for duty, or all other circumstances that prevented the normal course of security coverage as scheduled.

The Incident Report of schedule deviations shall be due to the HPHA not later than 8:00 a.m. the next business day or as instructed otherwise by the HPHA.

- d. On a bi-weekly basis, prepare and submit daily check point printouts from the Watchman Recording Device, Detex or equal, to the Contract Administrator.



STATE OF HAWAII

SCOPE OF SERVICES

10. Equipment Requirements

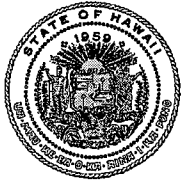
- a. The CONTRACTOR shall provide each roving patrol officer with a bicycle, any other applicable equipment, and be responsible for the maintenance of the bicycle and applicable equipment.
- b. All security officers shall be uniformed bearing the company name and/or logo without sidearms.
- c. The CONTRACTOR shall provide each security officer a walkie-talkie with hands-free capability. The CONTRACTOR may also provide each security officer with a cellular phone or other appropriate means of communication, flashlight, and appropriate gear for inclement weather.
- d. The CONTRACTOR shall provide the security supervisor/dispatcher with a cellular phone or other appropriate means of communication. The CONTRACTOR may provide tenants access to a direct line or other appropriate means to the security officers for emergencies. The CONTRACTOR may post a central dispatch number for tenants to contact.
- e. The CONTRACTOR shall be responsible for all equipment costs and maintenance of the cellular phone and/or other appropriate means of communication.

11. Facilities

The HPHA shall provide restroom facilities, where possible, within the property and may provide space which may include electricity, internet access, and telephone. The CONTRACTOR shall be responsible for the daily upkeep of all assigned facilities. The CONTRACTOR shall also be responsible for any damages to the facilities caused by the CONTRACTOR's personnel.

12. Managing Requirements and Qualifications (Minimum Requirements)

- a. Personnel
 - i. The CONTRACTOR shall ensure that all personnel meet minimum qualifications. The CONTRACTOR shall provide documentation with its Bid Offer Form that its personnel has met the licensing requirements pursuant to section 463-10.5, HRS, and have at least two (2) years relevant experience in law enforcement and/or security and one (1) year of experience with the Bidder.
 - ii. The CONTRACTOR's security officers shall be required to attend an orientation conducted by the HPHA prior to the start of services.



STATE OF HAWAII

SCOPE OF SERVICES

- iii. The CONTRACTOR's supervisor shall have a minimum of one (1) year experience with law enforcement.
- iv. The CONTRACTOR shall not assign a security officer to the property where he/she currently resides or where his/her immediate family currently resides.
- v. The CONTRACTOR shall employ sufficient personnel at all times for performing the work in the manner and time required by these specifications and any subsequent post orders. The CONTRACTOR shall maintain and implement a plan to ensure minimal disruption of services due to staff vacancies or changes.
- vi. The CONTRACTOR shall be sole responsible for the behavior and conduct of their employees or agents on STATE property and shall instruct security personnel to fully cooperate with the Officer-In-Charge. Security personnel shall refrain from socializing or fraternizing with the residents of the property while on duty.
- vii. The CONTRACTOR agrees that security personnel shall not enter any occupied dwelling unit, except in the case of emergency or with the consent of the HPHA, the Officer-In-Charge or his/her designated representative.
- viii. The CONTRACTOR shall remove any of its employees from servicing or providing services to the HPHA upon request in writing by the Officer-In-Charge. At the request of the HPHA, the CONTRACTOR shall remove immediately and shall not employ any person who in the opinion of the HPHA does not perform his/her duties and responsibilities in a proper and skillful manner, intoxicated, disorderly, abusive, or unable to demonstrate tact and diplomacy in dealing with the public.
- ix. The CONTRACTOR shall relieve any security officer if arrested for any major crimes or felony, pending final resolution of the investigation. The HPHA has final authority to allow the individual to perform security duties pending investigation, resolution or conviction. The resulting conviction will disqualify the individual from performing work in any capacity under the resulting Contract.
- x. The CONTRACTOR shall ensure that no security officer employed under this Contract has been convicted of selling, dealing, or using controlled substances such as crystal methamphetamine in or around any State or Federal public housing under the jurisdiction of the HPHA.
- xi. The CONTRACTOR shall inform the Officer-In-Charge of all security officers employed under the resulting Contract who is a registered sex offender.
- xii. The CONTRACTOR shall have a properly licensed supervisor to oversee the entire operation and to ensure that the services required are satisfactorily



STATE OF HAWAII

SCOPE OF SERVICES

performed. All security officers shall be under the supervision of the CONTRACTOR.

- xiii. Security personnel will refrain from having personal visitors and from socializing while on duty. Telephone calls shall be limited to emergencies.
- xiv. The CONTRACTOR shall ensure that all information, documents, or materials viewed, discussed or provided to the security personnel in the line of duty shall be treated as confidential. Security personnel shall refrain from providing confidential information to the tenants and the general public without express consent of the HPHA.
- xv. The CONTRACTOR shall select only those individuals capable of demonstrating the following:
 - (1) Ability to exercise good judgement.
 - (2) Maturity in conduct and attitude.
 - (3) Ability to communicate in English and read simple instructions.
 - (4) Courteous to members of the public and HPHA employees, tolerant in their interactions with others, as well as neat and groomed in appearance.
- xvi. Each security officer shall maintain a satisfactory level of drug-free general health at all times to work under the resulting Contract. The following are the minimum physical requirements:
 - (1) Able to hear at normal conversational level.
 - (2) Able to serve a normal shift walking, riding, standing, manning posts, using stairs or elevators, and operating motor vehicles if required.
 - (3) Correctable vision to 20/20 in each eye.
- xvii. During the performance of the resulting Contract period(s), the CONTRACTOR shall not discriminate against any employee or applicant for employment because of gender, race, religion, color, disability, or national origin. The CONTRACTOR shall comply with all relevant Federal and State laws and rules. Please note that businesses are responsible for knowing and complying with the most current laws.
- xviii. Each security officer shall comply with section 463-10.5, HRS, Guards; registration, instruction, training testing, and required continuing education; renewal of registration. Section 463-10.5, HRS, requires that all guards shall



STATE OF HAWAII

SCOPE OF SERVICES

apply to register with the board, and shall meet the following registration, instruction, and training requirements prior to performing services as a guard:

- (1) Be not less than eighteen years of age.
 - (2) Possess a high school education or equivalent.
 - (3) Not presently suffering from any psychiatric or psychological disorder directly related and detrimental to a person's performance in the profession.
 - (4) Not convicted in any jurisdiction of a crime reflecting unfavorably on the fitness of the individual to perform services as a guard, unless the conviction was annulled or expunged by court order. The individual shall submit to a national criminal history record check as authorized by federal law, including, without limitation, to the Private Security Officer Employment Authorization Act of 2004, and specified in the rules of the board; and
 - (5) Successfully completed eight (8) hours classroom instruction before the first day of services and four (4) hours of classroom instruction annually thereafter. Classroom instruction must be provided by an instructor who is approved by the board.
- xix. The CONTRACTOR understands and agrees that the HPHA may require reduction or replacement of any number of contracted security personnel in conjunction with the use of law enforcement personnel.
- xx. The CONTRACTOR shall employ sufficient personnel at all times for performing the work in the manner and time required by these specifications and any subsequent post orders. The CONTRACTOR shall maintain and implement a plan to ensure minimal disruption of services due to staff vacancies or changes
- b. Administrative
- i. The CONTRACTOR shall be required to attend, at minimum, quarterly meetings with the Officer-In-Charge and/or Contract Administrator. The day and time to be specified by the Officer-in-Charge and/or Contract Administrator.
 - ii. Every four (4) weeks, the Officer-In-Charge and/or Contract Administrator will submit a report to the CONTRACTOR listing any discrepancies or contract violation(s) requiring correction. These discrepancies or Contract violation(s) shall be corrected by the next reporting period to avoid delays in payment issuance or for payment adjustment purposes.

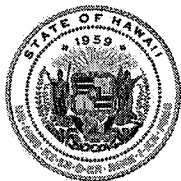


STATE OF HAWAII

SCOPE OF SERVICES

13. Performance Monitoring

- a. The satisfactory performance of work shall be monitored by the Officer-In-Charge and the Contract Administrator or their designated representative(s). Performance will be monitored on an ongoing basis by the HPHA through desk monitoring, site inspection and/or other methods deemed as appropriate by the Contract Administrator and his/her designated representative(s).
- b. Should the CONTRACTOR fail to comply with the requirements of the Contract, the HPHA may request a written corrective action plan that shall include the corrective actions to be taken, a timeline for implementation, and the responsible parties. The HPHA will monitor the CONTRACTOR for implementation of the corrective action plan. The HPHA reserves the right to request regular or additional reports on progress towards compliance with the Contract and the corrective action plan.
- c. Should the CONTRACTOR continues to fail to comply with the requirements of the Contract, the HPHA reserves the right to engage the services of another company to perform the services, to remedy the defect or failure and to deduct such costs from monies due to the CONTRACTOR or to assess the CONTRACTOR directly.
- d. Failure or refusal of the CONTRACTOR to perform services as required may be grounds to suspend or terminate the Contract as detailed in the General Conditions.



STATE OF HAWAII

COMPENSATION AND PAYMENT SCHEDULE

CONTRACTOR:

PROPERTIES:

AMP 30 (Puwai Momi)

AMP 33 (Kaahumanu Homes and Kamehameha Homes)

SERVICES:

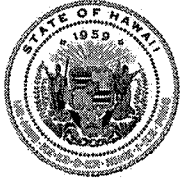
Security Services

IFB No. PMB-2015-20

1. Subject to the availability, allocation and receipt of funds, and the CONTRACTOR's full and timely performance of all contractual obligations, the CONTRACTOR shall be paid an amount of compensation not to exceed _____ and xx/100 Dollars (\$) _____ for the initial Contract period as follows:
 - a. Subject to the availability and receipt of Federal funds under the Annual Contributions Contract and Section 161 of the Housing & Community Development Act of 1992 (HCDA 1992), Public Law 102-550, approved October 28, 1992, the STATE agrees to pay the CONTRACTOR, for services satisfactorily performed under this Contract, a sum of money not to exceed _____ and xx/100 Dollars (\$) _____ for the initial Contract period.
 - b. Subject to the availability and receipt of State funds, the STATE agrees to pay the CONTRACTOR for services satisfactorily performed under this Contract, a sum of money not to exceed _____ and xx/100 Dollars (\$) _____ for the initial Contract period.

See attached and incorporated Exhibit A.
2. Federal funds are subject to appropriation by the U.S. Congress and allocation by the U.S. Department of Housing and Urban Development (HUD). Funding and period of availability may change upon notice by HUD to STATE. If there should be insufficient funds for any portion of the remaining contract period beyond the initial contract period ending October 31, 2016, the STATE may terminate the Contract or revise the amount/quantity of services required without penalty.

State funds are subject to appropriation by the State Director of Finance and allocation by the Governor and/or State Legislature. Funding and period of availability may change upon notice by the STATE. If there should be insufficient state funds for any portion of the remainder of the Contract period ending October 31, 2016, the STATE may terminate the Contract or revise the amount/quantity of services required without penalty.
3. Upon execution of this Contract, payments shall be paid in accordance with and subject to the following:
 - a. CONTRACTOR shall submit one (1) original invoice for goods and services rendered on a monthly basis to:

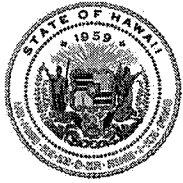


STATE OF HAWAII

COMPENSATION AND PAYMENT SCHEDULE

Hawaii Public Housing Authority
Attn: Property Management and Maintenance Services Branch
1002 North School Street
P.O. Box 17907
Honolulu, HI 96817

- b. Pursuant to section 103-10, HRS, the STATE shall have 30 calendar days after receipt of invoice or satisfactory delivery of goods or performance of the services to make payment. Upon receipt of the invoice, the HPHA shall date stamp the invoice and use this receipt date to calculate the 30-day payment period. For purposes of this paragraph, the CONTRACTOR's invoice date shall not be considered.
- c. All invoices shall reference the Contract number assigned to this Contract. Payment shall be in accordance with section 103-10, HRS, upon determination by HPHA that the CONTRACTOR has satisfactorily provided the specified goods/services. Payment shall be made based on the actual man-hours of security services rendered by the CONTRACTOR.
- d. Monthly invoices shall be itemized and include service date(s), security officer names, and man-hours of security services rendered for the previous month; Invoices shall be submitted to the HPHA not earlier than the first of the subsequent month. A copy of the Schedule Deviation Incident Report shall be attached to each invoice as applicable.
- e. Separate invoices shall be submitted for each of the following services and shall be paid through other means such as State purchase orders:
 - i. Roving patrol;
 - ii. Special events, administrative and/or judicial hearings; and
 - iii. Emergency services.
- f. Invoice for the month of June shall be submitted to the HPHA by the 30th of June for payment processing in order to comply with the HPHA's fiscal year-end close out processes.
- g. Every four (4) weeks, the HPHA will submit a report to the CONTRACTOR listing any discrepancies or Contract violation(s) requiring correction. These discrepancies or Contract violation(s) must be corrected or implemented to avoid delays in payment issuance or payment adjustment purposes.
- h. For final payment, the CONTRACTOR must submit a valid tax clearance certificate and a "Certification of Compliance for Final Payment" (Form SPO-22). An original tax clearance certificate, not over two months old, with an original green certified copy stamp or a valid HCE Certificate of Vendor Compliance, in lieu of the tax clearance certificate,



STATE OF HAWAII

COMPENSATION AND PAYMENT SCHEDULE

is acceptable. A copy of Form SPO-22 is available at www.spo.hawaii.gov. Select "Forms for Vendors/Contractors" from the Chapter 103D, HRS link.

6. The CONTRACTOR shall be reimbursed at the accepted bid price per hour, which is the all-inclusive cost to the STATE, including all applicable taxes for providing the services specified.
7. The STATE is not responsible for overtime and shall not pay of any overtime.
8. Liquidated damages are fixed at the sum of FIFTY DOLLARS (\$50.00) for each calendar day that the CONTRACTOR fails to perform in whole or in part any of its obligations in accordance with the terms of paragraph 9 of the General Conditions. Liquidated damages may be deducted from any payments due or may become due to the CONTRACTOR.
9. The CONTRACTOR shall repair all damages caused by the CONTRACTOR's equipment or employees to existing utilities and structures, such as water lines, electric conduits, sewer lines, and buildings. If such repairs are not completed within an agreed upon timeline, the STATE reserves the right to purchase services for the necessary repairs from the open market and to deduct all repair costs from moneys due or may thereafter become due to the CONTRACTOR. In the even money due to the CONTRACTOR is insufficient for the purpose, the CONTRACTOR shall pay the difference upon demand by the STATE.

**IFB-PMB-2015-20
SEALED BID OFFER**

Hawaii Public Housing Authority
Contract and Procurement Office
1002 North School Street, Bldg. D
Honolulu, Hawaii 96817

IFB Coordinator:

The undersigned has carefully read and understands the terms and conditions specified in the Invitation for Bids, Specifications and the General Conditions by reference made a part of this Bid Offer and hereby submits the following offer to perform the work specified.

That the undersigned further understands and agrees that by submitting this Sealed Bid Offer, 1) it is declaring its Bid Offer is not in violation of Chapter 84, Hawaii Revised Statutes, concerning prohibited State contracts, and 2) it is certifying that the price(s) submitted was (were) independently arrived at without collusion.

Date: _____

Respectfully Submitted,

Telephone No.: _____

Legal Name of Bidder

Fax No.: _____

Payment address, if other than street
address at right:

Authorized Signature (Original)

Hawaii General Excise Tax Lic. I.D. No.:

Title

Social Security or Federal I.D. No.:

Business Address

Hawaii Guard Agency License No.:

City, State, Zip Code

Expiration Date:

Principal Guard License Name:

Principal Guard License No.:

Due Date: September 14, 2015 @ 10:00 a.m. HST

Bidder is: ☐ Individual ☐ Partnership ☐ Corporation ☐ Joint VentureState of Incorporation: ☐ Hawaii *☐ Other _____*If "other", is corporate seal available in Hawaii? ☐ Yes ☐ No

1. Provide the history of the bidder's experience in the provision of security services of similar engagements in the United States. Include the number of years of experience: (Attach separate pages if necessary).

2. Provide the names and address of companies or government agencies in which the bidder has provided or is currently providing security services as mentioned in Question 1 above along with the dates of services.

Company or Agency	Contact Person	Telephone No.	Dates of Service

3. Insurance coverage to be provided by:

Insurance Type	Provider	Agent Name	Agent Phone No.
General Commercial Liability			
Automobile			
Workers Compensation			

Signature of Bidder _____

IFB PMB-2014-05
Bid Offer Form Summary

Bidder: _____

Group Number	Asset Management Project	Property	Grand Total Bid Price
Group I	AMP 30	Puuwai Momi (1026)	\$
Group II	AMP 33	Kaahumanu Homes (1009) Kamehameha Homes (1099)	\$

The Grand Total Bid Price amounts listed above should be the same as the corresponding Grand Total Bid Price amounts in the subsequent pages of the Bid Offer Form. Should there be a discrepancy between the amounts, the HPHA shall verify the Grand Total Bid Price amounts calculated based on unit prices submitted under each group and use the most accurate Grand Total Bid Price amounts as the Bid Offer.

Bidders are strongly encouraged to double check their Bid Offer Form for accuracy.

Bidder:

Group I: Asset Management Project 30

Property: Puuwai Momi (1026)

[illegible]

Award shall be made to the responsive and responsible bidder submitting the lowest Grand Total Bid Price.

**IFB PMB-2015-20
Bid Offer Form**

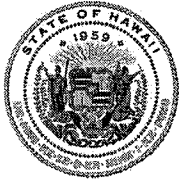
Bidder: _____

Group II: Asset Management Project 33

Properties: Kaahumanu Homes (1009)
Kamehameha Homes (1099)

Services	Initial 12-Month Period (Nov. 1, 2015 - Oct. 31, 2016)			Option Year 1 (Nov. 1, 2016 - Oct. 31, 2017)			Option Year 2 (Nov. 1, 2017 - Oct. 31, 2018)			Total Bid Price (36-Month Period) (J) = (C) + (F) + (I)
	Estimate d No. of Hours (A)	Bid Price Per Hour (B)	= (C)	Estimate d No. of Hours (D)	Bid Price Per Hour (E)	= (F)	Estimate d No. of Hours (G)	Bid Price Per Hour (H)	= (I)	
1. Work schedule, duties and responsibilities as listed in the IFB PMB-2015-20.										
a. Roaming Patrol	8,680	x \$	= \$	8,640	x \$	= \$	8,656	x \$	= \$	\$
b. Special Events	416	x \$	= \$	416	x \$	= \$	416	x \$	= \$	\$
2. Security personnel to appear and testify at administrative and/or judicial hearings on an as needed basis as described in IFB PMB-2015-20. Bid price per hour shall not exceed hourly bid price for item 1 above.	100	x \$	= \$	100	x \$	= \$	100	x \$	= \$	\$
3. Emergency services. Bid price per hour for emergency hours shall not exceed the hourly bid price for item 1 above by greater than 1.5 times.										
			\$			\$			\$	
GRAND TOTAL BID PRICE - GROUP I : (Sum of the Total Bid Price for items 1 & 2 above)										\$

Award shall be made to the responsive and responsible bidder submitting the lowest Grand Total Bid Price.



STATE OF HAWAII

TIME OF PERFORMANCE

CONTRACTOR:**PROPERTIES:**

AMP 30 (Puwai Momi)

AMP 33 (Kaahumanu Homes and Kamehameha Homes)

SERVICES:

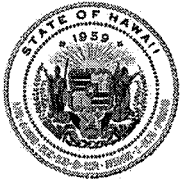
Security Services

IFB No. PMB-2015-20

1. The term of this Contract for the provision of security services shall be for a 12-month period effective upon the STATE's issuance of a Notice to Proceed.
2. No services shall be rendered on this Contract before a Notice to Proceed is issued. Any services rendered performed prior to receipt of the Notice to Proceed shall be at the CONTRACTOR's sole risk and expense.
3. The option to extend the Contract shall be at the sole discretion of the STATE. The Contract may be extended, without the necessity of rebidding, at the same rates as proposed in the original bid unless price adjustments are made and approved as provided in the Invitation for Bids (IFB) No. PMB-2015-20 or this Contract:

Initial term of Contract:	12 months
Length of each extension:	Up to 12 months
Maximum length of Contract:	36 months

4. The initial period shall commence on the STATE's issuance of a Notice to Proceed. The following conditions must be met for an extension:
 - a. The CONTRACTOR experienced cost savings and has unexpended funds available that can be used to provide additional services; or
 - b. The STATE determines there is an ongoing need for the services and has funds to extend services of up to 24 months with no extension to exceed a 12-month period. The Contract extension(s) shall be awarded at the same or comparable rates as the Primary Contract. Exceptions shall be granted upon satisfactory justification such as increase in cost of services or cost of living increase as provided herein; and
 - c. A Supplemental Contract must be executed prior to expiration of the Primary Contract; and
 - d. The STATE, if required, may be required to obtain the U.S. Housing and Urban Development's (HUD) approval in writing of the extension prior to execution of a Supplemental Contract, for federal sites only, if federal HUD funds are to be used as a funding source; and
 - e. The CONTRACTOR must obtain written approval and a Notice to Proceed by the STATE with the extension; and



STATE OF HAWAII
TIME OF PERFORMANCE

- f. The STATE has determined that the CONTRACTOR has satisfactorily provided services over the current Contract term; and
- g. Necessary State and/or Federal funds are appropriated and allotted for an extension.



Attachment – S4

STATE OF HAWAII

CERTIFICATE OF EXEMPTION

FROM CIVIL SERVICE

1. By Heads of Departments Delegated by the Director of the Department of Human Resources Development (“DHRD”).*

Pursuant to a delegation of the authority by the Director of DHRD, I certify that the services to be provided under this Contract, and the person(s) providing the services under this Contract are exempt from the civil service, pursuant to § 76-16, Hawaii Revised Statutes (HRS).

(Signature)

Hakim Ouansafi

(Print Name)

Executive Director

(Print Title)

(Date)

* This part of the form may be used by all department heads and the heads of attached agencies to whom the Director of DHRD expressly has delegated authority to certify § 76-16, HRS, civil service exemptions. The specific paragraph(s) of § 76-16, HRS, upon which an exemption is based should be noted in the contract file. If an exemption is based on § 76-16(b)(15), the contract must meet the following conditions:

- (1) It involves the delivery of completed work or product by or during a specific time;
- (2) There is no employee-employer relationship; and
- (3) The authorized funding for the service is from other than the "A" or personal services cost element.

NOTE: Not all attached agencies have received a delegation under § 76-16(b)(15). If in doubt, attached agencies should check with the Director of DHRD prior to certifying an exemption under § 76-16(b)(15). Authority to certify exemptions under §§ 76-16(b)(2), and 76-16(b)(12), HRS, has not been delegated; only the Director of DHRD may certify §§ 76-16(b)(2), and 76-16(b)(12) exemptions.

2. By the Director of DHRD, State of Hawaii.

I certify that the services to be provided under this Contract, and the person(s) providing the services under this Contract are exempt from the civil service, pursuant to § 76-16, HRS.

(Signature)

(Date)

(Print Name)

(Print Title, if designee of the Director of DHRD)



Attachment – S5

STATE OF HAWAII

SPECIAL CONDITIONS

CONTRACTOR:

PROPERTIES:

AMP 30 (Puwai Momi)

AMP 33 (Kaahumanu Homes and Kamehameha Homes)

SERVICES:

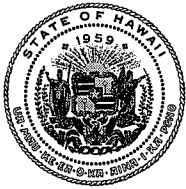
Security Services

IFB No. PMB-2015-20

1. The CONTRACTOR shall maintain insurance acceptable to the STATE in full force and effect throughout the term of this contract. The policies of insurance maintained by the CONTRACTOR shall provide the following coverage.

<u>Coverage</u>	<u>Limit</u>
General Liability Insurance (occurrence form)	<u>\$2,000,000.00</u> combined single limit per occurrence for bodily injury and property damage.
Automobile Insurance covering all owned, non- owned and hired automobiles.	Bodily injury liability limits of <u>\$1,000,000.00</u> each person and <u>\$1,000,000.00</u> per accident and property damage liability limits of <u>\$1,000,000.00</u> per accident OR combined single limit of <u>\$2,000,000.00</u> .
Workers Compensation as required by applicable State laws.	Insurance to include Employer's Liability. Both such coverages shall apply to all employees of the CONTRACTOR and to all employees of sub- CONTRACTORS (in case any sub-CONTRACTOR fails to provide adequate similar protection for all his employees).

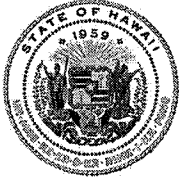
- a. The State of Hawaii, the Hawaii Public Housing Authority, its elected and appointed officials, officers and employees shall be named as additional insured, except for Professional Liability Insurance and Workers Compensation Insurance, as respects to operations performed for the State of Hawaii under this Contract. Before the effective date of the Contract, the CONTRACTOR agrees to provide the STATE certificate(s) of insurance necessary to satisfy the STATE that the CONTRACTOR is in compliance with insurance provisions of this Contract and to keep such insurance in effect and the certificate(s) therefore on deposit with the STATE during the entire term of this Contract. Upon request by the State, the CONTRACTOR shall furnish a copy of the policy or policies.
- b. Failure of the CONTRACTOR to provide and keep in force such insurance shall be a material default under this Contract. The STATE shall be entitled to exercise any or all of the remedies provided in this Contract and by law for default by the CONTRACTOR.
- c. The procuring of such required policy or policies of insurance shall not be construed to limit CONTRACTOR's liability hereunder or to fulfill the indemnification provisions and requirements of this Contract. Notwithstanding said policy or policies of insurance, CONTRACTOR shall be obliged for the full and total amount of any damage, injury, or loss caused by negligence or neglect connected with this Contract.



STATE OF HAWAII

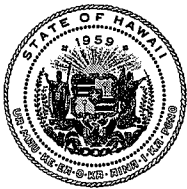
SPECIAL CONDITIONS

- d. The CONTRACTOR shall immediately provide written notice to the contracting department or HPHA should any of the insurance policies evidenced on its Certificate of Insurance form be cancelled, limited in scope, or not renewed upon expiration.
 - e. The Hawaii Public Housing Authority is a self-insured STATE agency. The CONTRACTOR's insurance shall be primary. Any insurance maintained by the State of Hawaii shall apply in excess of, and shall not contribute with, insurance provided by the CONTRACTOR.
 - f. To satisfy the minimum coverage limits required by this Contract, the CONTRACTOR may use an umbrella policy in addition to the mandatory insurance policies (i.e. General Liability Insurance, Automobile Insurance, and Workers' Compensation) provided that the HPHA approves, and the umbrella policy follows the underlying coverage forms.
2. The CONTRACTOR shall have a permanent office in the State where it conducts business and where it will be accessible in person or via telephone calls during normal State of Hawaii government business hours to address concerns or requests that need immediate attention. A telephone answering service is not acceptable.
 3. Section 3 of the U.S. Housing Act of 1968
 - a. The work to be performed under this Contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
 - b. The parties to this Contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this Contract, the parties to this Contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
 - c. The CONTRACTOR agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or any other understanding a notice advising the labor organization or workers' representative of the CONTRACTOR's commitments under this section 3 clause. CONTRACTOR shall post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, set forth minimum number and job titles subject to hire, the availability of apprenticeship/training positions and the qualifications for each. The notice shall also provide the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.



STATE OF HAWAII
SPECIAL CONDITIONS

- d. The CONTRACTOR shall notify the STATE in writing of any cancellation or change in provisions thirty (30) calendar days prior to the effective date of such cancellation or change.
 - e. The Hawaii Public Housing Authority is a self-insured STATE agency. The CONTRACTOR's insurance shall be primary. Any insurance maintained by the State of Hawaii shall apply in excess of, and shall not contribute with, insurance provided by the CONTRACTOR.
 - f. To satisfy the minimum coverage limits required by this Contract, the CONTRACTOR may use an umbrella policy in addition to the mandatory insurance policies (i.e. General Liability Insurance, Automobile Insurance, and Workers' Compensation) provided that the HPHA approves, and the umbrella policy follows the underlying coverage forms.
2. The CONTRACTOR shall have a permanent office in the State where it conducts business and where it will be accessible in person or via telephone calls during normal State of Hawaii government business hours to address concerns or requests that need immediate attention. A telephone answering service is not acceptable.
 3. Section 3 of the U.S. Housing Act of 1968
 - a. The work to be performed under this Contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
 - b. The parties to this Contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this Contract, the parties to this Contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
 - c. The CONTRACTOR agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or any other understanding a notice advising the labor organization or workers' representative of the CONTRACTOR's commitments under this section 3 clause. CONTRACTOR shall post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, set forth minimum number and job titles subject to hire, the availability of apprenticeship/training positions and the qualifications for each. The notice shall also provide the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.



STATE OF HAWAII

SPECIAL CONDITIONS

- d. The CONTRACTOR shall include this section 3 clause in every subcontract in compliance with regulations in 24 CFR part 135. It shall take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The CONTRACTOR will not subcontract with any subcontractor where the CONTRACTOR has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
 - e. The CONTRACTOR shall certify that any vacant employment positions were not filled to circumvent the CONTRACTOR's obligations under 24 CFR part 135. This includes any training positions that are filled (1) after the CONTRACTOR is selected but before the Contract is executed and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed.
 - f. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this Contract for default and debarment or suspension from future HUD assisted contracts.
4. The STATE shall monitor the performance of work on an ongoing basis through desk monitoring, site inspection and/or other appropriate methods.
 5. In the event the CONTRACTOR fails, refuses, or neglects to perform the services in accordance with the requirements of the Invitation for Bids (IFB) No. PMB-2015-20 or the Contract, the STATE reserves the right to purchase in the open market a corresponding quantity of services, and to deduct the cost of such services from any monies due or may thereafter become due the CONTRACTOR. In case money due to the CONTRACTOR is insufficient for the purpose, the CONTRACTOR shall pay the difference upon demand by the STATE. The STATE may also utilize all other remedies provided under the Contract and by law and rules.
 6. In the event of a conflict between the Federal General Conditions, HUD 5370-C (10/2006) and the State General Conditions, AG-008 103D General Conditions, the more restrictive shall apply.
 7. In the event of a conflict between the Special Conditions and the General Conditions, the Special Conditions shall apply.
 8. Smoking of tobacco or any other plant material is strictly prohibited on HPHA properties. The CONTRACTOR agrees and shall adhere to this no-smoking prohibition while on HPHA property. Such violation may be considered a breach of this Contract and result in suspension or termination.
 9. Interchangeable Terms. The following terms shall be one and the same:
 - a. "STATE" and "HPHA".
 - b. "Contract" and "Agreement".